

1882-057 Chancery Causes: John M. Smyth vs. John S. Parsons &c.  
Lee Co.

CA-Debt

T-Property



To the Honorable John A. Kelly Judge  
of the Circuit Court of Lee County -

Your orator John M. Smyth, Humbly  
complaining sheweth unto your Honor that  
on the 14<sup>th</sup> day of August 1874 one John S.  
Parsons, made & executed his certain writing  
obligatory, whereby he bound himself to pay  
on or before the 3<sup>d</sup> day of April 1876, to  
Mr. G. Parsons the sum of one hundred and thirteen  
dollars & 60 cts., being the balance on the land the  
said John S. had that day or before that time  
purchased from the said Mr. G. Parsons. - This  
writing obligatory your orator purchased from  
the said Mr. G. Parsons and has fully paid same  
therefor although no written assignment is  
entered thereon. The said bond is herewith  
filed marked A. and is prayed to be con-  
sidered as a part thereof. The same nor  
no part thereof has been paid by said  
John S. Parsons to your orator or his vendor  
the Mr. G. Parsons; but the same is now wholly  
due your orator.

Your orator further alleges that said as  
shown upon its face was in part for  
the purchase price of a tract of land sold  
by Mr. G. to J. S. Parsons. These lands was the  
undivided interest which the said Mr. G.  
Parson owned in his father's estate, one



One Wm Parsons, long since deceased. The  
said lands are situated in this County on  
Cane Creek ridge some 6 or 8 miles N. E.  
from Jonesville, and is known as the Wm Parsons  
land. The said M. G. Parsons has not made  
any deed therefor as yet, but hold & retains  
his ~~vendor~~ lien on the same for the benefit  
of your orator, and who, your orator is advised  
should be enjoined from in the future conveying  
the same. Your orator is advised further that  
he has a lien on said said land for the  
amount of the bond <sup>by way of subrogation</sup> ~~heirsaid~~ on, and that M. G.  
Parsons should file his deed for said land  
in this cause as escrow, to take effect when  
the same is fully paid for - Your orator  
alleges that, no payments have been made him on  
said note, and that should said land fail to fully pay the same that he  
is ~~advised~~ <sup>advised</sup> that a court of equity will give him a decree ~~for~~ <sup>in</sup> ~~favor~~ <sup>against</sup> said M. G. Parsons.  
His prayer therefore is that John S. Parsons  
and M. G. Parsons be made parties defendants  
to this bill and answer its allegations on oath, and  
on a hearing a decree be rendered, in favor of  
your orator for the amount of said note against  
the said John S. Parsons, and that his lien be en-  
forced against said land - That M. G. Parsons  
be enjoined and inhibited from <sup>collecting</sup> ~~collecting~~ the  
said land, that he be required to file an  
escrow deed in conformity, to his title bond  
executed to the said John S. Parsons - which

to the rights of M. G. Parsons



deed shall take effect when said lands are  
fully paid for. That your creditor be substit-  
uted to all the rights & remedies of the said M.  
G. Parsons, that said lands be sold ~~on~~ so much  
thereof as may be necessary to pay the note due  
your creditor; and should the sales thereof fail to  
fully pay your creditor then that your creditor be  
deemed the amount of said note or bond against  
M. G. Parsons. Now for all other further &  
General relief Your supplicants &c.

Lagan & Pickens



C 7.26 Nov 1871.  
 A 15.00  
 8 1.00  
 End \$23.26

*L.H.P.*

John M. Smyth.

vs Bill Chy

John S. Parsons et al

Exhibit A. filed

Defts costs C. 50

1876 June Bill Filed, Spd  
 Executed & Decree nisi  
 " July Decree nisi Cou'd as to  
 Deft in 19. Parsons & Jd.  
 of John S. Parsons filed  
 & Cause set for hearing by  
 Plaintiff.  
 " Aug. Genl. Ref. to Defts  
 Answer, & Cou'd.  
 " Nov. Ord. Cou't.  
 1877 Mr. Cou'ts.  
 " Aug. Decree & Cou'd.  
 " Nov. Cou'd.  
 1878 Mr. Aug. & Nov. Cou'd.  
 1879 Mr. Aug. & Nov. Cou'd.  
 1880 Mr. & Aug. Cou'd.  
 1881 Mr. Cou'd. & Aug. Cou'd.  
 1882 March Decree final  
 Chy O B. 248

C 7.26  
 .76  
 .76  
 \$8.78  
 .50  
 \$9.28 18 June  
 22<sup>nd</sup> 1880.  
 by J. S. P.



To the Honorable John C. Kelly Judge  
of the Circuit Court of Lee County.

The Demurer, and separate answers of Geo  
S. Parsons, to the Bill of Complaint of John W. Smyth  
exhibited against him & others in said Court.

This respondent says that the Complaint said Bill, in  
case the same were true, which this Dept in no wise  
admits, contains no matter of Equity whereon, this Court  
can base any decree, or give the Compl't any relief,  
as against the Defts.

This Defendant for further answer, if the  
same be necessary, would respectfully state, that  
it is true as stated in the Pltffs Bill, he executed  
the note in his Bill mentioned for part of the  
"price of a tract of land sold by W. S. Parsons,"  
to this Dept, but as to the transfer of the same to  
the Pltff for full value, this Dept knows nothing  
of his own personal knowledge. This note your  
respondent has been ready & willing to pay whenever  
his Vendor & wife, (for he is now married,) shall  
make such title, as he obligated himself to  
make, by proper conveyance, made & acknowledged  
as the law requires, which conveyance has never  
been made or aforesaid & tendered to your Respondent.  
The father of this respondent at his death, owned  
the land in the Bill mentioned, which descended to  
his three children, the said W. S. Parsons, your Respected  
and Kyle Parsons, subject to the dower of his widow  
Amanda Parsons, who resides upon the same, but to  
whom no dower has ever been assigned. She  
is also the administratrix of said estate.



Some time after the death of Respondent's father, when it was believed the personalty of the estate had or would discharge all the liabilities of said estate, Your Respondent, and the said M. J. Parsons, the obligee in the note made an exhibit in ~~Pltffs~~ Bill mutually agreed that the value of the share of the said M. J. Parsons, in the land aforesaid was worth Two hundred Dollars, besides the dower of their mother, and this debt paid him Eighty Six Dollars & forty cents, and executed the note sued upon for the balance, whereupon the said Vendor, ~~who for the consideration aforesaid~~ <sup>to this Respondent</sup> executed his bond jointly with the said Amanda Parsons, who joined him therein as ~~an~~ <sup>an</sup> assurance, that when he become his duty he would make the title, This bond is for Four hundred Dollars, dated the 4<sup>th</sup> day of August 1874, and sealed with their seals, and herewith filed as part of this answer marked B, by which it appears there is a condition underwritten whereby it was to be null & void if the said M. J. Parsons should make, or cause to be made, "a good and sufficient title, to this Respondent, for his the said M. J. Parsons entire interest in the tract of land, on which the said Amanda Parsons then resided, except his interest in his mother dower in same. It was stipulated and agreed between the Respondent and his vendors, that if there was any other, incumbrance, on the land of said estate,



than the one provided for in said bond, then the price agreed to be given by Respondent was to be abated in proportion to the sum; but it was believed there was no other, or at least Your Respondent knew of none, at the time, the contract for the land was entered into. Since that time however it has come to the knowledge of Your Respondent that his father was one of the sureties of Geo Parsons former Sheriff of Lee County, and that there is a suit now pending in your honours Court in the name of Abraham Fion & others, vs. Geo Parsons & others; in which is charged, a defalcation of said Sheriff, to the extent of some 12 or 1500 \$, which if established, about 1/2e thereof will fall upon the estate of Respondents father. This suit, and the one last named Your Respondent is advised should be brought on to be heard together, as the matters involved in one, ~~have~~ have a direct bearing upon the rights to be adjusted in the other; — Since the transactions involved in this suit, it has also become known to Respondent, that the administrator of his fathers <sup>claims to be</sup> estate, ~~is~~ some two or three hundred dollars in advance to said estate, and that the pecuniary is all exhausted, but how these facts are will be disclosed in the suit, suggested to be heard with this. If these alleged incumbrances are established they will operate greatly to the injury of Your Respondents interest, and the Plaintiff in this suit, or at least Your Respondents Vendor, would be bound in good Conscience & equity, to discharge his proportionable



part, before he would be entitled to a specific execution  
of his contract; either by paying the same to the parties  
entitled thereto; or abating the same, from the  
<sup>amount of the</sup> note or obligation, sought to be recovered in this suit;  
otherwise this respondent would be without redress  
for his vendor, has become insolvent, and unable  
to pay, in any other way, his pro rata share of  
the incumbrances aforesaid, or the purchase money he  
<sup>already received, as before stated,</sup>  
Your Respondent denies all other allegations  
contained in Pltffs Bill, not herein before denied, or  
confessed & avoided; and having now fully answered  
he prays to be hence dismissed, with his costs.

Lane & Richardson for  
Defendant.

Virginia Lee County to wit;

This day John S. Parsons personally appeared  
before me the undersigned, and made oath, that the facts  
set out in the foregoing answer are true, so far as made upon  
his own knowledge, & so far as made upon information  
derived from others, he believes them to be true.

Given under my hand, this the 5<sup>th</sup> day of July 1876.  
James W. Orr Clerk.

John S. Parsons & others

adly answer of J.S. Parsons

John W. Smyth.

Filed at July 1876.

James W. Orr Clerk.

This answer is objected to because it  
does not set up any valid defense in its  
favor nor is it bound with such regard to  
as to be a defense at all circumstances -  
But it object claims to be an incumbrance  
upon the land in the hands of an  
innocent purchaser Sept 4<sup>th</sup> 1875  
Hogans & Associates



John M. Smith . . . . . Refs  
against  
John S. Parsons . . . . . depts } In this

This cause came on again this day to be again heard upon the papers formerly read - and was argued by counsel, on consideration whereof and for reasons appearing to the court, it is ordered that the defendant pay to the plff the unpaid costs of said suit to be taxed by the clerk - And ~~and~~ the cause is stricken from the docket, with leave to the plff to ~~enforce~~ reinstate the same, for the purpose of enforcing the former orders in said cause is necessary and the same, is accordingly stricken from the docket.



John M. Smith

83 Decree  
Final

John S. Parsons

March 7. 1882

Entered Page 248.

J. A. Hyatt  
Clerk

Enter this  
April 4<sup>th</sup> 1882  
J. A. K.







on the front door of the Court-House of this County and in the neighborhood where the land lies, procured on some Court-day at the front door of the Court-House of this County to sell <sup>by public outcry to the highest bidder</sup> said land or so much thereof as may be necessary to pay the same and costs of suit & sale. He will see the same on a credit of 6 months except so much as may be necessary to pay costs of suit & sale which he will require to be paid in hand. He will take bond payable to himself as Comr. bearing interest from day of sale, with good personal security, and report his account to that Court at some future term or the cause is continued.

Enter if  
J. A. H.  
Nov. 1879

See Col. D.

John M. Smythe

Decree

John S. Parsons et al

Nov. J. 1879

Entered  
Page 90-1.

Enter this  
Nov. 1879



John W. Smyth  
vs  
John S. Parsons & al } In Chancery

This cause came on ~~again~~ to be heard on the 5<sup>th</sup> day of September 1877, upon the Bill, answer, and replication thereto, and the exhibits filed with each, and was argued by Counsel, and by consent of parties, it is adjudged, ordered and decreed, that the debt John S. Parsons pay to the Pltff, seventy six Dollars & sixty cents, with interest thereon from the 3<sup>rd</sup> day of April 1876 until paid; and the residue of the Pltff's claim, is to abide the decision of the suit of Abner Hiram & others against John Parsons & others, and if the ~~estate~~ <sup>land</sup> sold by Wm. E. Parsons, to John Parsons is <sup>found</sup> liable ~~to~~ <sup>of J. S. Parsons & al, against John Parsons & al</sup> ~~the~~ <sup>land</sup> ~~of John Parsons (long) who is the father of the said John S. Parsons,~~ and in his lifetime, one of the sureties of John Parsons as Sheriff Lee County, is found liable to the co-sureties in said suit, for the said sum, seventy seven Dollars, or any part thereof, then said Pltff in this suit, is to have no further decree for such sum as is found against said ~~estate~~ <sup>land</sup>, but if <sup>neither</sup> said sum, nor ~~any~~ <sup>any</sup> part thereof, is found against said estate, then the Pltff in this suit, is to have a further decree, against the said John S. Parsons for said sum, or any part thereof, not applied as above indicated, with interest on the same from the 3<sup>rd</sup> day of April 1876 until paid. The Court is further of opinion that the question of costs cannot be determined by the Court, until it is ascertained whether or not the Defendant is entitled to said affect: & the Cause is <sup>continued</sup> ~~continued~~ to await said decision.



John M. Smyth

vs. Deenee

Ans. S. Parsons & others

Augst term 1877

Entt page 685  
Jas W. Orr. clk.

Entt (4)

J. A. A.

Sept 7/77



\$113<sup>60</sup> On or before the 3rd day of  
April 1876 I undertake him to pay  
to M<sup>r</sup> J<sup>r</sup> Parsons one hundred & thirteen  
Dollars & 60/100 It Being a bal on the Land  
& have this day purchased from him 1874  
Witness my hand & Seal this Aug 13<sup>th</sup> 1876  
John S. Parsons Seal



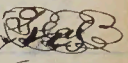
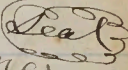
"A"



Know all Men by these presents - That we M. G. Parsons  
& Amanda Parsons are held and finally bound unto John  
S. Parsons in the just & full sum of four hundred  
dollars to the payment of which we bind ourselves  
our heirs jointly & severally by these presents  
Witness our hands and seals this Augt 4<sup>th</sup>  
1874

The conditions of the above obligations  
are such that Whereas the said M. G. Parsons has  
this day sold to the said John S. Parsons his entire  
interest in the Tract of Land on which said  
Amanda Parsons now lives (excepting his interest  
in his mother's dower in same).

Now if the said M. G. Parsons shall  
make or cause to be made a good & sufficient  
title to the same then this obligation  
to be null & void otherwise to remain in  
full force & virtue.

M. G. Parsons   
Amanda Parsons 



Ino S. Pennant  
of Little Bend  
Marion S. Pennant & other.

(B)



The Commonwealth of Virginia:

WE COMMAND YOU TO SUMMON *John S. Parsons & M. J. Parsons*

To The Sheriff of Lee County:—Greeting,

to appear before the Judge of the *Circuit* Court of Lee County, at the Court-house, in the Clerk's Office, *at June* Rules next, to answer a bill in chancery, exhibited in our said Court against *them by John M. Smith*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-house, this *25th* day *May*, 1876, in the *1004* year of the Commonwealth.

*James W. Orr. Clerk.*



1848  
John M Smyth

vs Spha in Chancery

John S Parsons et al

June Rules 1876

Executed J. C. & Co. for  
for J. D. Kelly & Co.

20.  
20.  
18.  
15.  
18.  
10.  
100.  
15.  
36.  
36.  
36.  
36. Aug/77.  
36.  
108. - 1878.  
36. - Mr 179  
36. - 100/77  
1.50. - Tax

7.26